

INTRODUCED: February 13, 2017

AN ORDINANCE No. 2017-026

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Standard Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the Road Diet – Improve Bicycle Accommodations project.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: FEB 27 2016 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Standard Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the Road Diet – Improve Bicycle Accommodations project. The Standard Project Administration Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: FEB 27 2017 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

DEC 12 2016
4-2076
Chief Administration Office
City of Richmond

O&R REQUEST

DATE: December 5, 2016

EDITION: 1

TO: The Honorable Members of City Council

RECEIVED

THROUGH: The Honorable Levar M. Stoney, Mayor

JAN 23 2017

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

OFFICE OF CITY ATTORNEY

THROUGH: John J. Buturla, Interim Deputy Chief Administrative Officer

THROUGH: Dr. Emmanuel Adediran, Director of Public Works

THROUGH: M.S. Khara, P.E., City Engineer

FROM: Michael B. Sawyer, City Transportation Engineer

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR
DESIGNEE TO EXECUTE A STANDARD CITY/STATE AGREEMENT
FOR THE ROAD DIET - IMPROVE BICYCLE ACCOMMODATIONS
PROJECT.

ORD. or RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer or designee, for and on behalf of the
City of Richmond, to execute a standard City/State agreement for the Road Diet - Improve Bicycle
Accommodations Project.

REASON: The Virginia Department of Transportation (VDOT) requests that the City enter into an
agreement for the development and administration of the approved Road Diet - Improve Bicycle
Accommodations Project.

RECOMMENDATIONS: The Department of Public Works recommends approval of this
ordinance.

BACKGROUND: On December 4, 2015, President Obama signed the Fixing America's Surface
Transportation (FAST) Act (Pub. L. No. 114-94) into law—the first federal law in over a decade to
provide long-term funding certainty for surface transportation infrastructure planning and
investment. The FAST Act authorizes \$305 billion over fiscal years 2016 through 2020 for highway
and motor vehicle safety, public transportation, motor carrier safety, hazardous materials safety,
rail, and research, technology, and statistics programs. The FAST Act maintains our focus on safety,

keeps intact the established structure of the various highway-related programs we manage, continues efforts to streamline project delivery and, for the first time, provides a dedicated source of federal dollars for freight projects. With the enactment of the FAST Act, states and local governments are now moving forward with critical transportation projects with the confidence that they will have a federal partner over the long term. In Virginia, VDOT annually considers applications for Highway Safety Improvement Projects (HSIP) using a benefit-cost analysis based on an expected reduction in accidents. VDOT selected this project based on the application submitted in the fall of 2015 and it is now in VDOT's Six-Year Improvement Program.

This Project will improve bicycle safety and accommodations along many of its collectors and arterials, including several Federal and State Routes (US 60, VA 6, VA 161, VA 197) using an FHWA-supported systemic safety approach.

This project focuses on roadway conversions from typical 4-lane undivided, and in several instances, median-divided roadways, to cross sections that incorporate bike lanes or buffered bike lanes, utilizing low cost safety improvements that can be widely deployed. Utilizing "road diets" and "lane diets" to facilitate the addition of dedicated bike infrastructure can be accomplished primarily with pavement markings and accompanying signage. Pedestrian safety improvements at intersections along these corridors are also anticipated since many of these proposed streets will see a reduction in the number of motor vehicle lanes, which reduces pedestrian exposure, especially with respect to multiple threat crashes (i.e. crossing multiple lanes of traffic that are not stop-controlled).

The total project cost is estimated at \$1,501,500 of which 100% will be federal funded (Highway Safety Improvement Program). The City of Richmond has the ability to construct up to 20 miles of bike infrastructure with no fiscal impact to the urban maintenance reimbursement. The General Assembly is working to increase this limit.

FISCAL IMPACT/COST TO CITY: None.

FISCAL IMPLICATION: By not adopting the ordinance, the City will not be awarded \$1,501,500 for this project.

BUDGET AMENDMENT NECESSARY: None.

REVENUE TO CITY: \$1,501,500.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: February 13, 2017.

CITY COUNCIL PUBLIC HEARING DATE: February 27, 2017.

REQUESTED AGENDA: Consent Agenda.

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation Standing Committee (LUHT) February 21, 2017.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Public Works; Law Department; Planning and Development; Economic and Community Development; Department of Public Utilities; Finance Department; Budget and Strategic Planning; Copies also sent to: City Mayor (Dwight C. Jones); Chief Administrative Officer (Selena Cuffee-Glenn); Interim Deputy Chief Administrative Officer (John J. Buturla); and City Attorney (2).

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

REQUIRED CHANGES TO WORK PROGRAM(S): Routine maintenance costs are expected in the future years after construction is completed.

ATTACHMENTS: Standard Project Administration Agreement

STAFF: Michael B. Sawyer, City Transportation Engineer, (646-3435)
Jian Xu, Transportation Operations Engineer, (646-5402)

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
9999-127-989	108888	City of Richmond

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 20__, by and between the City of Richmond, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
 - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-348 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the locality expends over

\$750,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
 - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements

agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be

reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

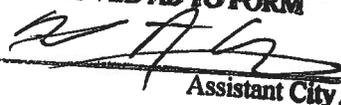
THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF RICHMOND, VIRGINIA:

Typed or printed name of signatory

APPROVED AS TO FORM


Assistant City Attorney

Date
Title

Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

Signature of Witness Date

Attachments
Appendix A (UPC 108888)

Appendix A

Project Number: 9999-127-989 UPC: 108888 CFDA # 20.205 Locality: City of Richmond
 Project Location ZIP+4: 23219-1907 Locality DUNS# 003133840 Locality Address (incl ZIP+4): 900 E. Broad St. Richmond, Virginia 23219

Scope: ROAD DIET - IMPROVE BICYCLE ACCOMMODATIONS
 From: VARIOUS
 To: VARIOUS
 Locality Project Manager Contact Info: Michael Sawyer 804-646-3435 Michael.Sawyer@Richmondgov.com
 Department Project Coordinator Contact Info: Kerry Batten 804-624-6283 Kerry.Batten@VDOT.Virginia.gov

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$131,500	\$0	\$1,355,000	\$1,486,500
Estimated VDOT Project Expenses	\$5,000		\$10,000	\$15,000
Estimated Total Project Costs	\$136,500		\$1,365,000	\$1,501,500

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Local Share)
Preliminary Engineering	\$136,500	HSIP	0%	\$0	\$136,500	\$131,500
				\$0	\$0	
				\$0	\$0	
Total PE	\$136,500			\$0	\$136,500	
Right of Way & Utilities			0%	\$0	\$0	\$0
				\$0	\$0	
				\$0	\$0	
Total RW	\$0			\$0	\$0	
Construction	\$1,365,000	HSIP	0%	\$0	\$1,365,000	\$1,355,000
			0%	\$0	\$0	
				\$0	\$0	
Total CN	\$1,365,000			\$0	\$1,365,000	
Total Estimated Cost	\$1,501,500			\$0	\$1,501,500	\$1,486,500

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$1,501,500
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$1,486,500

HSIP	HSIP Soft match	Aggregate Allocations
\$1,351,350	\$150,150	\$1,501,500

• This project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Construction Initiative Program Guide.
 • In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 7/25/2017
 • This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$1,501,500
 • This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

 Authorized Locality Official and Date

 Authorized VDOT Official and Date

 Typed or printed name of person signing

 Typed or printed name of person signing